Filed: 07-26-2022 08:44:21 AM

**Doc Number: R 2022 23782** 



Doc#:R 2022 23782
Bk&Pg:RB 5548 761-763
Filed:07-26-2022 TMH
08:44:21 AM CS
Canadian County, OK 3E

Book: RB 5548 Page: 761

Prepared by: MATTHEW L. WINTONPLLE 3233 East Memorial Road, Suite 103 Edmond, Oklahoma 73013 405.478.4818 office /888.857.0360 fax www.wintonlaw.net

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHWOOD VILLAGE, A RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA.

THIS AMENDMENT is made this 21 day of Tuly, 2022, by Northwood Holdings, LLC, an Oklahoma limited liability company ("Declarant") pursuant to its authority reserved within the Original Declaration.

## Section 1 – Authority & Purpose of Amendment.

Declarant is the Declarant of Northwood Village, which is a platted addition recorded among various plats within the Canadian County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to amend the original Declaration of Covenants, Conditions, and Restrictions filed at Book 4380, Page 838 on February 24, 2016, and any amendments and supplemental declarations thereto within the Canadian County Clerk's Office for Northwood Village Addition, a residential community to the City of Oklahoma City, Canadian County, State of Oklahoma (Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Declaration for the purposes set forth herein and finds the amendment reasonable, necessary, and beneficial for itself, the Property, the Common Areas, the Lots, and Owners.

### Section 2 - Amendments.

**FIRST AMENDMENT. Declaration Section 8.6.1.** The first paragraph to Declaration Section 8.6.1 is hereby deleted in its entirety and replaced with the following, the remainder of Section 8.6.1 paragraphs to remain as originally stated:

**8.6.1** Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of Northwood Village, is deemed to covenant and agree to pay all assessments authorized in Northwood Village Governing Documents. All assessments, together with a seventy-five dollar (\$75.00) per month late charge, all costs, and all reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

Book: RB 5548 Page: 762

SECOND AMENDMENT. Declaration, Exhibit "C" Schedule of Specific Assessments and Monetary Penalties. The Declarant adopts the following Schedule of Specific Assessments and Monetary Penalties:

\$50.00 per occurrence or otherwise per week – General use restriction violations. At the Board of Directors discretion and upon each occurrence, which shall be defined as the existence of a violation within each twenty-four hour period, the Association may take such actions as provided within the Declaration to remedy the Lot violation and levy a Specific Assessment and monetary penalty against the Lot Owner and Lot.

\$100.00 per occurrence or otherwise per month – Architectural/Design violations. At the Board of Directors discretion and upon each occurrence, the Association may take such actions as provided within the Declaration, in addition to those set out within Exhibit "F" to the Declaration, for violations of structural restrictions, including for violations of prior approval and plan submittal requirements.

\$100.00, escalating per month – Leasing violations. For violations of leasing restrictions and rules, the first occurrence shall incur a \$100.00 monetary penalty. Each repeated occurrence shall incur an escalating monetary penalty of \$100.00 capped at \$500.00 per month (i.e., first violation \$100.00, second violation \$200.00, third violation \$300.00). The Board may at any time following the application of a monetary penalty for leasing violations file a lien to secure the monetary penalty and foreclose on such lien.

**THIRD AMENDMENT. Declaration, Exhibit "D" Bylaw Section 3.24.** The term "served" in Exhibit "D" Bylaw Section 3.24 is hereby deleted and replaced with "provide written or electronic notice." The remainder of the Section remains as originally stated.

## Section 3 - Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed and consented to this Amendment on the signature blocks below the date and year first written above.

## NORTHWOOD HOLDINGS, LLC - DECLARANT

An Oklahoma limited liability company

By: Managing Member

Book: RB 5548 Page: 763

### **ACKNOWLEDGEMENT**

State of Oklahoma } } ss
County of Canadian }
Before me, the undersigned Notary Public in and for the above county and state, on the date of
Subscribed and sworn to before me The date next written above.  My commission expires: May 13, 2024  My commission number is: 20005409 Notary Public: Karen Dobyns
KAREN DOBYNS Notary Public, State of Oklahoma Commission # 20005409 My Commission Expires 05-13-2024

ALL LOTS AND BLOCKS WITHIN NORTHWOOD VILLAGE SECTION 1, AN ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

**AND** 

ALL LOTS AND BLOCKS WITHIN NORTHWOOD VILLAGE SECTION 2, AN ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

**AND** 

ALL LOTS AND BLOCKS WITHIN NORTHWOOD VILLAGE SECTION 3, AN ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.